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DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

FILE: B-221501

DATE: January 22, 1986

MATTER OF: Pine Ridge Construction Company

DIGEST:

1. Although section 7(b) of the Indian Self Determination and Education Assistance Act establishes a preference for Indian-owned firms, the statute does not mandate contract awards to Indian-owned firms.
2. The Buy Indian Act does not require that particular contracts be set aside for exclusive participation of Indian firms and, therefore, GAO will not consider protest that procurement should have been restricted to Indian firms absent a clear showing of an abuse of the broad discretion conferred by the act.


Pine Ridge Construction Company (Pine Ridge), an Indian-owned firm, protests the award of a contract to a non-Indian-owned firm by the Department of the Interior's Bureau of Indian Affairs (BIA) under solicitation No. A00-0454. The contract is for the control and eradication of rodents and prairie dogs within an area of the Pine Ridge Indian Reservation, South Dakota. Pine Ridge asserts that section 7(b) of the Indian Self Determination and Education Assistance Act, 25 U.S.C. § 450e(b) (1982), and the Buy Indian Act, 25 U.S.C. § 47, require that award be made to an Indian-owned firm.

We dismiss the protest. Although section 7(b) of the Indian Self Determination and Education Assistance Act establishes a preference for Indian-owned firms, it does not mandate contract awards to Indian-owned firms. American Indian Technical Services, Inc., B-207275, May 17, 1982, 82-1 C.P.D. ¶ 470. Moreover, although the Secretary of the Interior has broad discretionary authority to negotiate

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exclusively with Indian contractors, there is nothing in the Buy Indian Act that requires particular procurements to be set aside for Indians. Oregon Paiute Contractors, Inc., B-216207, Oct. 22, 1984, 84-2 C.P.D. ¶ 433. We limit review of a decision not to restrict procurements to Indian firms only to cases where there has been a prima facie showing that there has been an abuse of the broad discretion conferred by the Buy Indian Act. We have held that the mere objection to the unrestricted nature of a procurement because of the statutory policy contained in the Buy Indian Act provides no basis for our Office to conclude that there was any abuse of discretion provided for under the act. Oregon Paiute Contractors, Inc., B-216207, supra.

The protest is dismissed.



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General Counsel